

CITY OF ANKENY, IOWA
OFFER TO PURCHASE RIGHT-OF-WAY AND/OR EASEMENTS

To Seller: Elwell, Inc.
PO Box 187
Ankeny, IA 50021

1. Property Description. The City of Ankeny, Iowa, intends to acquire the right-of-way owned by you situated in Ankeny, Iowa, and legally described on the attached Exhibit(s), and is, by this reference, made a part hereof.
2. Price. The City of Ankeny agrees to pay \$2.75 per square foot, in cash, calculated as follows, and other good and valuable consideration:

Street right-of-way	<u>18,384</u>	s.f. x \$ <u>2.75</u> per s.f.=	<u>\$ 50,560</u>
Permanent Easement	<u>10,512</u>	s.f. x \$ <u>0.6875</u> per s.f.=	<u>\$ 7,230</u>

For a total sum of

\$57,800.00 (R)

(R)=rounded

3. Purpose of the Acquisition. Right-of-way is being acquired for the purpose of roadway grading and street right-of-way for constructing the SW Magazine Road & SW Cherry Street Paving Project.
4. Real Estate Taxes. The acquisition of right-of-way shall not affect the liability of the Sellers for payment of real estate taxes against the right-of-way, when due.

For acquisition of right-of-way, the Sellers shall pay all real estate taxes against the described parcel of real estate assessed for fiscal year 2008/2009 payable in 2009/2010. Sellers shall pay any unpaid real estate taxes payable in prior years. Buyer shall pay all subsequent real estate taxes against the described parcel.
5. Special Assessments. This acquisition shall not relieve the Seller of Seller's liability for payment of any special assessments against the property, which are a lien on the real estate as of the date of acceptance of this offer.
6. Possession. Possession shall be upon receipt of funds.
7. Release of Mortgages. If requested to do so, Sellers shall obtain a release of all mortgages and liens against the described real estate on or before the closing date of this transaction. Sellers shall convey good and merchantable title to the City of Ankeny.
8. Conveyance. Upon payment of the purchase price, Sellers shall convey the right-of-way to the City of Ankeny, Iowa, in accordance with the form provided by the city.
9. Joinder by Seller's Spouse. Seller's spouse, if applicable, and if not a titleholder immediately preceding acceptance of this offer, executes this contract only for the purpose of relinquishing all rights of dower, homestead and distributive share, or in compliance

with Section 561.13 of the Code of Iowa, and agrees to execute the warranty deed for this purpose only.

10. Time is of the Essence. Time is of the essence in this contract.

11. Approval of Court. If the sale of this real estate is subject to Court approval, the fiduciary shall promptly submit this contract for such approval. If this contract is not so approved, it shall be void.

12. Contract Binding on Successors-in-Interest. This contract shall apply to and bind the successors-in-interest of the Sellers, and Sellers agree to warrant good and sufficient title. Names and addresses of lienholders are:

13. Construction. Words and phrases shall be construed as in the singular or plural number, and as masculine, feminine, or neuter gender, according to the context.

14. Execution of Offer. This Offer is executed in behalf of the City of Ankeny, Iowa, and is subject to ratification by the City Council upon its acceptance by Sellers.

Dated at Ankeny, Iowa, this 20th day of September, 2009

FOR THE CITY OF ANKENY, IOWA

By: Amy J. Walter

Snyder & Associates, Inc.

THIS OFFER IS ACCEPTED on this 29th day of Sept, 2009

By: Rebecca Rogers

By: _____

Approved by the City Council of the City of Ankeny on the _____ day of _____, _____, by Resolution No. _____.

By: _____

Steven D. Van Oort, Mayor

Attest: _____

Pamela DeMouth, City Clerk

RETURN TO: TERRY COADY, SNYDER & ASSOCIATES, INC., 2727 SW SNYDER BLVD, ANKENY, IA 50023 (515)984-2020

PROPERTY DESCRIPTION:

COMMENCING AT THE CENTER OF SAID SECTION 23; THENCE SOUTH 89°59'35" EAST ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 733.45 FEET; THENCE SOUTH 0°12'55" WEST, 388.85 FEET TO A POINT IN THE NORTH LINE OF SAID LOT 12 AND TO THE POINT OF BEGINNING; THENCE SOUTH 89°52'17" EAST ALONG SAID NORTH LINE, 70.00 FEET; THENCE SOUTH 0°12'55" WEST, 262.52 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 12; THENCE NORTH 89°57'25" WEST ALONG SAID SOUTH LINE, 70.00 FEET; THENCE NORTH 0°12'55" EAST, 262.73 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.42 ACRES (18,384 S.F.).

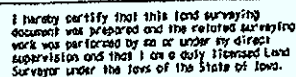
03-11-09

ELWELL, INC.
PO BOX 7
ALLEMAN, IA 50007-0007

Survey

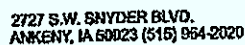
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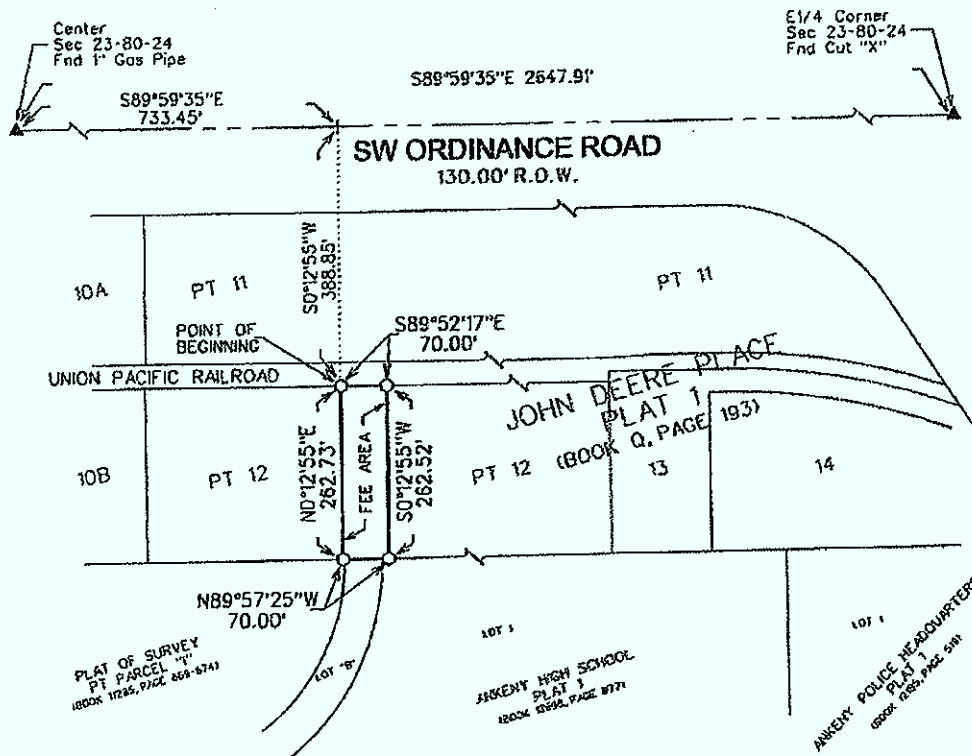
License Number 18643
By License Renewal Date 28 December 31, 2009
Pages or sheets covered by this seal:
Sheets 1 and 2

CITY OF ANKENY



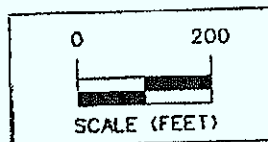
TECH JBP

ACQUISITION PLAT



AREA SUMMARY (MEASURED)

LOT 12 = 219,604 S.F.
 FEE TAKING = 18,384 S.F.
 REMAINDER = 201,220 S.F. (APPROXIMATE)
 WEST OF ACQ. = 76,276 S.F.
 EAST OF ACQ. = 124,944 S.F.



SW MAGAZINE ROAD & SW CHERRY STREET PAVING PROJECT
PARCEL 2 - ELWELL, INC.

CITY OF ANKENY



SNYDER & ASSOCIATES
 Engineers and Planners

2727 S.W. SNYDER BLVD.
 ANKENY, IA 50023 (515) 964-2020

SHEET 2 OF 2

PR: 1681003

PL: TLC

DATE: 03/17/09

TECH: JBP

Prepared by: Amy S. Beattie, Attorney at Law, 6701 Westown Parkway, West Des Moines, IA 50266 (515) 274-1450
Amy S. Beattie ISBA# 7879
Address Tax Statements: Ankeny City Clerk, 410 West First Street, Ankeny, IA 50021

SPACE ABOVE THIS LINE FOR RECORDER

WARRANTY DEED

For the consideration of Ten Dollars (\$10.00) and other valuable consideration, Elwell, Inc. does hereby convey to City of Ankeny the following described real estate in Polk County, Iowa:

See Attached Exhibits

No transfer tax per Iowa Code Section 428A.1.

Grantor does hereby covenant with grantees, and successors in interest, that grantor holds the real estate by title in fee simple; that they have good and lawful authority to sell and convey the real estate; that the real estate is Free and Clear of all Liens and Encumbrances except as may be above stated; and grantor Covenants to Warrant and Defend the real estate against the lawful claims of all persons except as may be above stated. The undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

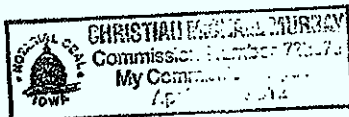
Dated: 9/29, 2009.

Rosann Rogers
Print Name ROSANN ROGERS

Print Name _____

STATE OF Iowa, Polk COUNTY, ss:

On this 29th day of September, 2009 before me the undersigned, a Notary Public in and for said State, personally appeared Rosann Rogers and _____, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.



[Signature]
Notary Public in and for said State of Iowa

Preparer

Information: Amy S. Beattie, Attorney at Law, 6701 Westown Parkway, West Des Moines, IA 50266 (515) 274-1450

Amy S. Beattie ISBA# 7879

SPACE ABOVE THIS LINE FOR RECORDER

Address Tax Statements: Ankeny City Clerk, 410 West First Street, Ankeny, IA 50021

PERMANENT UTILITY EASEMENT

KNOW ALL BY THESE PRESENTS:

That Elwell, Inc. (hereinafter called "Grantor") in consideration of the sum of Ten Dollars and other valuable consideration to be paid by the City of Ankeny, Iowa upon final approval and acceptance of this easement, do hereby convey unto the City of Ankeny, Iowa, a municipal corporation, (hereinafter called "City") a perpetual Easement for Transmission Line under, over, through and across the following described real estate:

See attached Exhibits

(hereinafter called "Easement Area") for the purpose of installing and maintaining a transmission line, together with necessary appurtenances thereto, under, over, through and across said Easement Area for the following described public improvement:

SW Magazine Road & SW Cherry Street Paving Project

This easement shall be subject to the following terms and conditions:

1. Erection of Structures Prohibited. Grantor shall not erect any landscaping or structure over or within the easement area without obtaining the prior written approval of the City Engineer.
2. Change of Grade Prohibited. Grantor shall not change the grade, elevation or contour of any part of the easement area without obtaining the prior written consent of the City Engineer.
3. Right of Access. The City shall have the right of access to the easement area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the easement area as herein described, including but not limited to,

the right to remove any unauthorized obstructions or structures placed or erected on the easement area.

4. Easement Runs With Land. This easement shall be deemed to run with the land and shall be binding on Grantor and on Grantor's successors and assigns.
5. Approval By the City. This easement shall not be binding until it has received the final approval and acceptance by the City.

Grantor does HEREBY COVENANT with the City that Grantor holds said real estate described in this easement by title in fee simple; that grantor has good and lawful authority to convey the same; and said Grantor covenant to WARRANT AND DEFEND the said premises against the lawful claims of all persons whomsoever.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this easement.

IN WITNESS WHEREOF WE have hereunto affixed our hands this 29th day of September, 2009.

GRANTOR: ELWELL, INC.

By Rosann Rogers By _____
Print Name Rosann Rogers Print Name _____

STATE OF Iowa, COUNTY OF Polk, ss :

On this 29th day of September, 2009, before me the undersigned, a Notary Public in and for said State, personally appeared Rosann Rogers to me known to be the identical person(s) named in and who executed the foregoing instrument, and acknowledged that he/she/they executed the same as his/her/their voluntary act and deed.



[Signature]
Notary Public in and-for said State of Iowa

PREPARED BY: TERRY COADY, SNYDER & ASSOCIATES, INC., 2727 SW SNYDER BLVD, ANKENY, IA 50023 (515)984-2020

RETURN TO: TERRY COADY, SNYDER & ASSOCIATES, INC., 2727 SW SNYDER BLVD, ANKENY, IA 50023 (515)984-2020

EASEMENT PLAT

TRANSMISSION LINE EASEMENT DESCRIPTION:

A PART OF LOT 12 IN JOHN DEERE PLACE PLAT 1, BEING AN OFFICIAL PLAT IN THE SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE 5TH P.M., CITY OF ANKENY, POLK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 23; THENCE SOUTH 89°59'35" EAST ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 733.45 FEET; THENCE SOUTH 0°12'55" WEST, 388.85 FEET TO A POINT IN THE NORTH LINE OF SAID LOT 12 AND TO A POINT ON THE FUTURE WEST RIGHT-OF-WAY LINE OF SW CHERRY STREET AND TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 0°12'55" WEST ALONG SAID FUTURE WEST RIGHT-OF-WAY LINE, 262.73 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 12; THENCE SOUTH 89°57'25" WEST ALONG SAID SOUTH LINE, 40.00 FEET; THENCE NORTH 0°12'55" EAST, 262.85 FEET TO A POINT ON SAID NORTH LINE; THENCE SOUTH 89°52'17" EAST ALONG SAID NORTH LINE, 40.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.24 ACRES (10,512 S.F.).

REQUESTED BY:

MID-AMERICAN ENERGY

OWNER

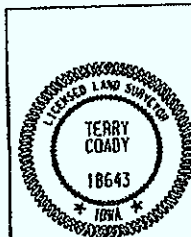
ELWELL, INC.
P.O. BOX 7
ALLEMAN, IA 50007-0007

DATE OF SURVEY

03-11-09

CITY PROJECT:

SW MAGAZINE ROAD & SW CHERRY STREET
PAVING PROJECT



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

Terry Coady 7-8-2009
Terry Coady, PLS Date

License Number 18643

My License Renewal Date is December 31, 2009

Pages or sheets covered by this seal:
Sheet 1 and 2

SW MAGAZINE ROAD & SW CHERRY STREET PAVING PROJECT

PARCEL 2 - ELWELL, INC.

CITY OF ANKENY



SNYDER & ASSOCIATES
Engineers and Planners

2727 S.W. SNYDER BLVD.
ANKENY, IA 50023 (515) 984-2020

SHEET 1 OF 2

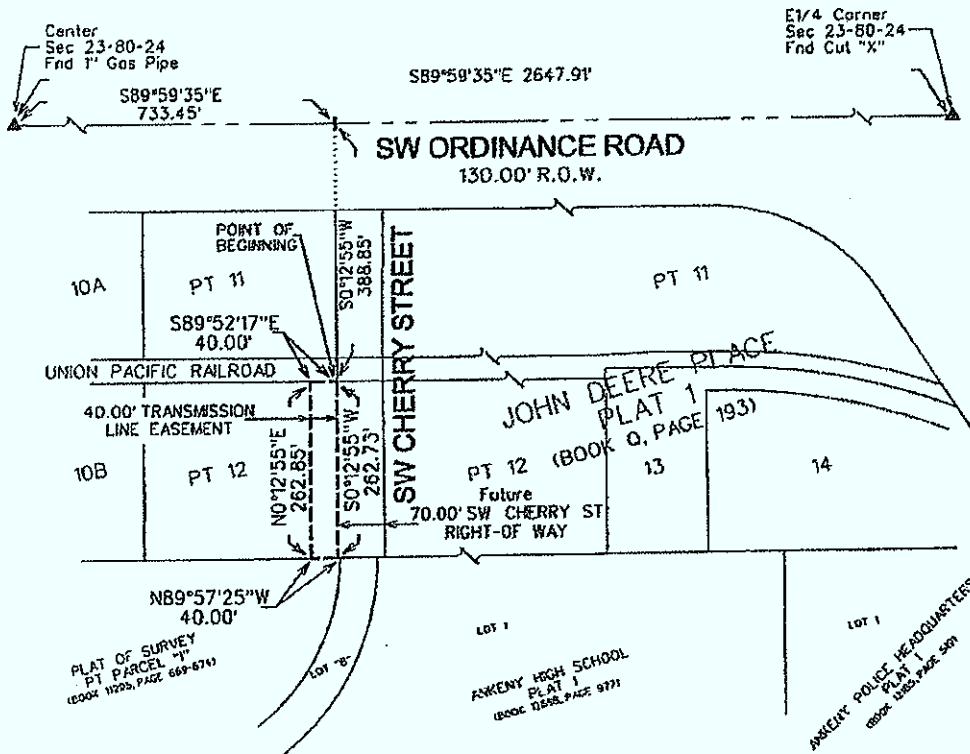
PR: 1081003

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EASEMENT PLAT



LEGEND

Survey

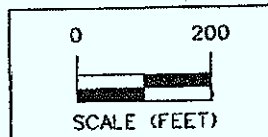
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SW MAGAZINE ROAD & SW CHERRY STREET PAVING PROJECT
PARCEL 2 - ELWELL, INC.



SNYDER & ASSOCIATES
Engineers and Planners

2727 S.W. SNYDER BLVD.
ANKENY, IA 50023 (515) 964-2020

SHEET 1 OF 1

PK: 1081003

PK: TLC

DATE: 03/30/09

TECH: JBP